Terms of business

Jamie Tomlinson
jamietomlinson.co.uk
v4 · 28 October 2026

Part A — General terms

These terms apply to every piece of work I do for you. The specific service you've bought also has its own short section in Part B. Your **proposal** (the quote I send you, with a short **schedule** of the details that vary from client to client) sets out what's included, the price, how and when you pay, and the number of revisions. If the proposal and these terms disagree, the proposal wins.

1. Who we are

1.1 "I", "me" and "my" means **Jamie Tomlinson**, a sole trader. My business address is The Bristol Office, 2nd Floor, 5 High Street, Westbury-on-Trym, Bristol BS9 3BY.

1.2 "You" and "your" means the person or business named in the proposal.

1.3 The contract between us starts when you accept the proposal, in writing (email is fine) or by paying the deposit. It's made up of the proposal, these terms and any change requests we both agree.

2. What I'll do

2.1 I'll provide the services described in the proposal, using the reasonable care and skill you'd expect from a competent professional.

2.2 Anything not listed in the proposal isn't included. If you'd like something extra, I'll quote for it as a change request (clause 5).

2.3 How I work. I use AI tools as part of my process, for example to draft copy, write code and speed up research. I check that what I deliver works as agreed before it reaches you, and I'm responsible for it in the same way as for anything I produce by hand.

2.4 I may use trusted subcontractors for parts of the work. I stay responsible for anything they do for you.

3. What I need from you

3.1 To do the work, I need you to:

(a) give me accurate information, content, logins and access when I ask for them;

(b) make sure anything you give me (text, images, logos, data) is yours to use, or that you have permission to use it; and

(c) name one person who can make decisions and sign things off.

3.2 Any timescales I give are estimates. If a project stalls for more than **30 days** because I'm waiting on you, I may invoice for the work done so far and put the project on hold until you're ready.

3.3 Your industry's rules are your responsibility. It's up to you to make sure that anything I produce meets the rules that apply to your business, such as advertising rules, consumer law and the rules of any regulator or professional body. Before anything is published, including website copy, adverts and, in financial services, financial promotions, you're responsible for approving it and for getting any sign-off you need from anyone who oversees you, such as a regulator, network or principal firm. I don't give legal, financial or regulatory advice, and nothing is published without your approval.

4. Fees and payment

4.1 My fees are set out in the proposal. I'm not VAT-registered, so no VAT is charged.

4.2 Projects are paid as set out in the schedule. Normally, that's a **50% deposit** when you accept the proposal, and I start work once it's paid. The **remaining 50%** is due when you sign the work off (clause 6), not when it goes live, so a launch delayed for reasons outside my control doesn't delay payment. The website goes live, or the final files are handed over, once you've signed it off and I've received payment in full.

4.3 Ongoing services (such as PPC management) are invoiced as set out in the schedule.

4.4 Hourly or day-rate work is invoiced as set out in the schedule, at the rate in the proposal.

4.5 Invoices are due within the period set out in the schedule.

4.6 If you pay late, I may:

(a) pause work, including taking a site offline or pausing ad campaigns I manage, after giving you **7 days'** written notice; and

(b) if you're a business, charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

4.7 Third-party costs, such as domain registration, paid plugins, stock images, fonts and advertising spend, are either paid by you directly or recharged at cost. I'll agree these with you in advance.

5. Changes

5.1 If you want to change what's included once work has started, tell me. I'll confirm in writing any effect on price and timescale before doing the extra work.

5.2 Each project includes the **rounds of revisions** set out in the schedule: normally **2**. A round is one list of changes, sent together. Further revisions count as a change request.

6. Sign-off and completion

6.1 When I finish a stage or the project, I'll ask you to approve it. If I've heard nothing after **30 days**, clause 3.2 applies.

6.2 Once you've approved it and I've received payment in full, the work is complete. Changes after that are new work.

7. Ownership of work (intellectual property)

7.1 Once I've received payment in full, you own the finished deliverables I make specifically for you, such as your website design, copy and ad creative. I'll transfer to you whatever rights I hold in them.

7.2 Until then, I own the work, and you have permission to use it only for reviewing it.

7.3 Some things aren't mine to transfer, and stay under their own licences:

(a) **third-party materials**, such as open-source code, fonts, icons, plugins and stock images, which you may use under their licence terms;

(b) **my own tools and know-how**, such as reusable code, templates, techniques and processes that I use across clients. You get a permanent licence to use these as part of your deliverables, but I keep the right to reuse them.

7.4 AI-assisted work. Some content I produce with AI assistance may not be protected by copyright under UK law. I'll transfer whatever rights I hold, and I don't knowingly use AI output that copies someone else's work, but I can't promise that every element can be protected by copyright.

7.5 Unless you tell me otherwise, I may show the finished work in my portfolio and name you as a client. I'll never share anything confidential.

8. Confidentiality

8.1 We'll each keep the other's confidential information private and only use it for the work under this contract. This doesn't apply to information that's already public, or that the law requires us to disclose.

9. Data protection

9.1 Where I handle personal data on your behalf, for example enquiries coming through a website form or leads from a campaign, you are the **controller** and I am the **processor**, under UK GDPR and the Data Protection Act 2018. I will:

(a) only process that data on your documented instructions;

(b) keep it secure, and make sure anyone who handles it is bound by confidentiality;

(c) only use subprocessors (such as hosting or form providers) that give adequate protection, and tell you who they are;

(d) help you respond to people exercising their data rights, and with any data breach;

(e) tell you without undue delay if I become aware of a breach affecting your data; and

(f) delete or return the data when the work ends, unless the law requires me to keep it.

9.2 You're responsible for having a lawful basis for the data, and for your privacy notice and cookie consent. I can build these for you, but the content is your decision.

10. Liability

This section matters. Please read it.

10.1 **Nothing in these terms limits liability** for death or personal injury caused by negligence, for fraud, or for anything else that can't legally be limited.

10.2 **I'm not liable for indirect or consequential loss**, or for any loss of profit, revenue, business, contracts, goodwill, data or anticipated savings, whether direct or indirect, however it arises.

10.3 **My total liability** to you under or in connection with the contract, whether in contract, negligence or otherwise, is limited to **the total fees you've paid me in the 12 months before the claim arose**.

10.4 **I don't guarantee results.** Rankings, traffic, leads, conversions, sales and return on ad spend depend on things outside my control, such as competitors, search engines, ad platforms and your own sales process. I'll give honest estimates where I can, but they're estimates, not promises.

10.5 **I'm not responsible for third-party services,** including hosting providers, domain registrars, ad platforms, email services, plugins and payment providers, or for their outages, changes, price rises or policy decisions. That includes an ad platform suspending or rejecting ads.

10.6 **I'm not responsible for problems caused by** changes made by you or anyone other than me, or by viruses and malicious attacks, where I've taken reasonable security precautions.

10.7 **Tell me promptly** about any problem, so I can put it right. My first remedy for faulty work is to fix it at no charge.

11. Ending the contract

11.1 Either of us can end the contract straight away by written notice if the other:

(a) seriously breaks these terms and doesn't put it right within **14 days** of being asked; or

(b) becomes insolvent.

11.2 You can cancel a project at any time by telling me in writing. You'll pay for the work done up to that point, and for any costs I've committed to. The deposit covers early work and isn't refundable once work has started.

11.3 Ongoing services can be ended by either of us on **30 days'** written notice (see Part B for specifics).

11.4 When the contract ends, you pay for work done and costs incurred. Once I've received payment in full, I'll hand over the deliverables and access you're entitled to.

11.5 Clauses 7 to 10 and 12 continue after the contract ends.

12. General

12.1 **Events beyond control.** Neither of us is responsible for delays caused by things outside our reasonable control, such as illness, major outages or extreme events. We'll tell each other promptly and do our best to limit the impact.

12.2 **Whole agreement.** The proposal, these terms and any agreed changes are the whole agreement between us, and replace any earlier discussions.

12.3 **Changes to these terms** only apply to new work, or to ongoing services after **30 days'** notice.

12.4 **Assignment.** You may not transfer the contract to someone else without my agreement. I may transfer the contract, including what I've agreed to do under it, to another person or business, such as a company I set up or someone who takes over my business. By accepting these terms you agree to that transfer in advance. I'll tell you in writing when it happens, and your rights under the contract won't be reduced.

12.5 **Third parties.** Only you and I can enforce these terms.

12.6 **If part of these terms is invalid,** the rest still applies.

12.7 **Law.** These terms are governed by the law of England and Wales, and the courts of England and Wales deal with any disputes. We'll always try to sort things out by talking first.

12.8 **Consumers.** If you're buying as a private individual and not for your business, you have legal rights that these terms don't affect. That includes a 14-day right to cancel when you contract with me at a distance. If you ask me to start within those 14 days and then cancel, you'll pay for the work done up to that point.

Part B — Service-specific terms

Each section applies only if the service is in your proposal.

B1. Website design and build

B1.1 **Content.** Unless the proposal says I'm generating it, you supply all text, images and other content, when I ask for it.

B1.2 **Browser and device support.** Sites are built to work on current versions of the major browsers (Chrome, Safari, Edge and Firefox) on desktop and mobile. Older or unusual browsers aren't supported unless the proposal says so.

B1.3 **Launch.** The site goes live once you've signed it off and I've received the final payment (clause 4.2).

B1.4 **Bug-fix period.** For **30 days** after launch, I'll fix any defects in my work for free. A defect means something doesn't work as agreed, not a new feature or a design change.

B1.5 **After that,** support, updates and changes are charged at my hourly rate (B4.2).

B1.6 **Accessibility and search.** I build with accessibility and search engine best practice in mind, but I don't guarantee compliance with a specific standard unless the proposal says so.

B1.7 **Hand-over.** Once I've received payment in full, you'll receive the site files and/or admin access.

B2. PPC and advertising management

B2.1 **Accounts.** Your ad accounts (for example Google Ads) are set up in your name, or in a way you own and control, and you give me access. If we stop working together, you keep the accounts and all their data.

B2.2 **Ad spend** is paid by you directly to the platform, and is separate from my fees. I'll work within the budget you set, but platforms can go slightly over the daily budget and I can't fully control that.

B2.3 **Approval.** I'll send ads and landing pages to you for approval before they go live. If your business is regulated, clause 3.3 applies: your compliance sign-off is needed before anything is published.

B2.4 **Platform decisions.** Ad platforms can reject ads, suspend accounts, require verification or change their rules and costs at any time. I'll help you through any of these, but I'm not responsible for them.

B2.5 **Minimum term and notice.** A **3-month minimum term**, then **30 days'** notice by either of us.

B2.6 **Reporting.** I'll report on performance **monthly**.

B3. Consultancy and advice

B3.1 Consultancy is charged at the hourly or day rate in the proposal, or as a fixed fee for a defined piece of work, such as an audit or review of your website or ad accounts.

B3.2 My advice is based on the information you give me and on conditions at the time. It's for your business's use and isn't legal, financial or tax advice. What you do with it is your decision.

B3.3 **Cancellation.** If you cancel a booked session or day with less than **48 hours'** notice, I may charge **50%** of the fee.

B4. Your accounts and changes after launch

B4.1 **Your accounts.** Your site relies on services such as hosting, a domain and email delivery. I can recommend providers, but which ones you use is up to you. They're on accounts in your name that you own, pay for and control, whether you already have them or I help you set them up. You give me access when I need it. Time I spend helping you with these accounts is charged at my hourly rate, unless the proposal includes it.

B4.2 **Changes after launch,** such as updating text, swapping images or adding a page, are charged at my hourly rate. For bigger pieces of work I'll quote a fixed fee first.

B4.3 **If we stop working together,** the accounts stay with you. Just remove my access.

B5. Other services

B5.1 For services not covered above, the proposal sets out what's included and any service-specific terms. Part A applies to everything.